

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

Gates Community Chapel of Rochester, Inc.
d/b/a Freedom Village USA

CHAPTER 11

Debtor.

BK No.: 18-20169

**APPLICATION OF THE DEBTOR IN POSSESSION FOR AUTHORITY
TO EMPLOY DIBBLE & MILLER, P.C. AS ITS BANKRUPTCY COUNSEL**

The Debtor-in-Possession, Gates Community Chapel of Rochester, Inc. d/b/a Freedom Village USA, (the “Debtor”), hereby applies to this Court for authority to employ the firm of Dibble & Miller, P.C. as bankruptcy counsel for the Debtor, effective as of the filing date of the voluntary petition.

1. The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on February 23, 2018 (the “Filing”).
2. The Debtor is a not-for-profit corporation formed under Article 8 of the New York Religious Corporation Law, with a principal place of business located at 5275 State Rt. 14, Town of Lakemont, County of Yates, State of New York, 14857. The Debtor is a Christian religious organization.
3. The Debtor now seeks a Court order approving the Debtor’s retention of Dibble & Miller, P.C. as bankruptcy counsel for the Debtor, at those hourly rates set forth below during this proceeding and which rates shall be subject to review and approval by this Court, in accordance with 11 U.S.C. §§ 329, 330 and 331.
4. The hourly rates being charged by Dibble & Miller, P.C. for the attorneys who will be primarily responsible for providing services to the Debtor in connection with this proceeding are as follows: \$300 for attorney’s time, and \$180 for paralegal’s time.

5. The rates set forth above represent hourly rates comparable to the rates charged by Dibble & Miller, P.C. to other clients for similar services. Dibble & Miller, P.C. represented the Debtor pre-petition in two matters; (1) IRS withholding taxes, and (2) NYS Department of Labor audit. A review of our accounting records show that no payments were made by the Debtor to Dibble & Miller, P.C. in the ninety (90) days prior to the filing of this Chapter 11 petition on either matter above. Any outstanding fees in both matters have been waived prior to the filing of the Chapter 11 petition and no amounts are owed to Dibble & Miller, P.C. for either matter. The Debtor did not have any outstanding fees owed to Dibble & Miller, P.C. at the commencement of this case, with the exception of fees and costs for those services related to the Chapter 11 filing itself.

6. Dibble & Miller, P.C. has become familiar with the Debtor's financial affairs, history, debt structure, and operational difficulties and related matters. This knowledge will assist Dibble & Miller, P.C. in providing effective and efficient legal services in this Chapter 11 case.

7. Dibble & Miller, P.C. requested pre-petition from the Debtor \$35,000 for the bankruptcy retainer and \$1,717 filing fee for the Chapter 11. All funds came directly from the Debtor.

8. The trustees of the Debtor, including Fletcher A. Brothers, understand that Dibble & Miller, P.C. owes its undivided loyalty to the Debtor. They have been advised that they would need to retain separate, independent counsel to represent their interests.

9. The Debtor anticipates that Dibble & Miller, P.C. will render bankruptcy services as counsel to the Debtor as needed throughout the course of this Chapter 11 case, including: (1) advising the Debtor of its rights, powers and duties as a debtor and debtor-in-possession; (2) advising and preparing, on behalf of the Debtor, any necessary and appropriate applications,

motions, draft orders, other pleadings, notices, schedules, plan, disclosures and other documents; (3) counseling the Debtor in connection with the formulation, negotiation and promulgation of a plan of reorganization and related documents; (4) assisting the Debtor in reviewing, estimating and resolving claims asserted against the Debtor's estate; (5) appearing in Court on behalf of the Debtor as needed in connection with this Chapter 11 case.

10. Dibble & Miller, P.C. will prepare and submit fee applications to this Court every 120 days, in accordance with 11 U.S.C. §§ 330 and 331. Fees and disbursements will be paid by the Debtor only upon Court approval.

11. Within the meaning of the Bankruptcy Code § 101(14), Dibble & Miller, P.C. believes that it is a disinterested person as more fully set forth in the affidavit of Mikal J. Krueger, Esq.

12. Except among its partners and associates, Dibble & Miller, P.C. has no agreement to share any of its compensation herein.

WHEREFORE, the Debtor prays for the entry of an order of this Court, substantially in the form of that attached hereto, authorizing it to employ Dibble & Miller, P.C. as its bankruptcy counsel, and authorizing Dibble & Miller, P.C. to seek allowance of its compensation and disbursements, upon application to and subject to the approval of this Court, every 120 days.

Dated: February 21, 2018

Gates Community Chapel of Rochester, Inc.

BY: /s/ Fletcher A. Brothers
Fletcher A. Brothers, Trustee, President and
Minister of the Debtor

Dated: February 21, 2018

Dibble & Miller, P.C.

BY: Mikal J. Krueger, Esq.
Mikal J. Krueger, Esq.
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